

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE OF PAGES 1 c 13	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)					
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 BUYER/SYMBOL – C. Draper & D. Simpson / DESC-BZD PHONE - (703) 767-9311/9312		CODE SCO600 FAX 703-767-9044 P.P. 1.1a, 1.1c, 1.1h		7. ADMINISTERED BY (If other than Item 6) CODE SCO600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)					
				X	
				9a. AMENDMENT OF SOLICITATION NO. SP0600-99-R-0077	
				9b. DATED (SEE ITEM 11) 22 JUNE 1999	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>[x] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>The following changes set forth herein are incorporated into solicitation SP0600-99-R-0077</p> <p>SEE ATTACHED PAGES</p> <p><i>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.</i></p>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER		
			GABRIELLA M. EARHARDT		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED	

Please incorporate the following changes into your solicitation:

1. Section A - COVER SHEET, DD Form 1707, Block 6 – ADDITIONAL INFORMATION CONT'D, k. is corrected as follows:

k. Clause B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) - Initial offer price and base reference price date is **June 11, 1999**. For initial offers, assume date of lift to be **June 11, 1999**. The Final Proposed Revision reference price effective date will be the same as the reference price established for initial offers.

2. Section II, Addendum, Clause B1 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DFSC SEP 1996), pages A-6 through A-15, the following quantities are hereby replaced as follows:

A. The total quantity of **F76** is hereby **increased** by **15,074,000 USG** from 205,764,000 USG to 220,838,000 USG. The following line items are changed as follows:

1. Line Item 0001 for DFSP Fujairah, the quantity is **decreased** by 3,865,000 USG from 14,865,000 USG to 11,000,000 USG.

2. Line Item 0002 for DFSP Diego Garcia, the quantity is **increased** by 5,078,000 USG from 9,922,000 to 15,000,000 USG.

3. Line Item 0003 for DFSP Akasaki Japan, the quantity is **increased** by 18,116,000 USG from 34,722,000 USG to 52,838,000 USG. Change Note to read: 40,000,000 USG remains at DFSP Akasaki.

4. Line Item 0005 for DFSP Hakozaki Japan, the quantity is **decreased** by 3,778,000 USG from 36,778,000 USG to 33,000,000 USG.

5. Line Item 0006 for DFSP Guam, the quantity is **increased** by 2,371,000 USG from 18,629,000 USG to 21,000,000 USG.

6. Line Item 0007 for Star Jebel Ali, the quantity is **decreased** by 805,000 USG from 86,805,000 USG to 86,000,000 USG.

7. Line Item 0008 for DFSP Aden, the quantity is **decreased** by 2,043,000 USG from 4,043,000 USG to 2,000,000 USG.

B. The total quantity of **MUM** is hereby **increased** by **9,912,000 USG** from 10,578,000 USG to 20,490,000 USG. The following line items are changed as follows:

1. Line Item 0101 for DFSP Diego Garcia, the quantity is **increased** by 1,000 USG from 299,000 USG to 300,000 USG.

2. Line Item 0102 for DFSP Akasaki Japan, the quantity is **increased** by 1,000 USG from 1,089,000 USG to 1,090,000 USG.

3. Line Item 0103 for DFSP Hakozaki Japan, the quantity is decreased by 490,000 USG from 9,190,000 USG to 8,700,000 USG.

4. Line Item 0104 for DFSP PTRL DIS SYS is added to subject solicitation for 10,400,000 USG. Mode of transportation: barge. NOTE: White beach has a 30ft draft restriction. Requirements may be evaluated by tanker through DFSP Akasaki. Japanese and Korean sources may be evaluated directly to white beach by government operated T-1 TK/BG.

C. The total quantity of RME-25 is hereby increased by 1,520,000 USG from 9,400,000 USG to 10,920,000 USG. The following line item is changed as follows:

Line Item 0201 for DFSP Diego Garcia, the quantity is increased by 1,520,000 USG from 9,400,000 USG to 10,920,000 USG.

D. The total quantity of JP5 is hereby decreased by 8,000,000 USG from 125,750,000 USG to 117,750,000 USG. The following line items are changed as follows:

1. Line Item 0301 for DFSP Senoko Singapore, the quantity is decreased by 2,000,000 USG from 8,000,000 USG to 6,000,000 USG.

2. Line Item 0303 for MCAS Iwakuni Japan, the quantity is decreased by 1,000,000 USG from 11,000,000 USG to 10,000,000 USG.

3. Line Item 0305 for DFSP Hakozaki Japan, the quantity is decreased by 2,000,000 USG from 19,000,000 USG to 17,000,000 USG.

4. Line Item 0308 for DFSP Diego Garcia, the quantity is decreased by 3,000,000 USG from 22,000,000 USG to 19,000,000 USG.

E. The total quantity of JP8 is hereby decreased by 19,000,000 USG from 241,780,000 USG to 222,780,000 USG. The following line items are changed as follows:

1. Line Item 0404 for DFSP Pohang Korea, the quantity is decreased by 19,000,000 USG from 75,680,000 USG to 56,680,000 USG. Change Note to read: 14,170,000 USG remains at DFSP Pohang.

2. Line Item 0405 for DFSP Trans-Korean PL, the quantity is decreased by 14,250,000 USG from 56,760,000 USG to 42,510,000 USG.

3. As prescribed above, please correct the total quantity of each product as necessary on the DD Form 1707, block 4. ITEMS TO BE PURCHASED.

4. Section I, Addendum, Clause I1.04 CONTRACT TERMS AND CONDITONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 1998), is hereby deleted and replaced with the following clause:

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☒ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☒ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

☐ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

☐ 52.225-18, European Union Sanction for End Products (E.O. 12849).

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☐ 52.225-19, European Union Sanction for Services (E.O. 12849).

☐ 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). ☐ Alt I.

☒ **52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).**

☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☒ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

4. Section II, Addendum, the following clauses are hereby deleted and replaced with the clauses indicated.

A. Clause C1.02 is hereby deleted from subject solicitation and replaced with the following clause:

C1.02 DODISS SPECIFICATIONS (DESC JUN 1999)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the Department of Defense Index of Specifications and Standards (DODISS) dated July 1, 1998, and its supplement dated May 1, 1999.

(DESC 52.246-9FT1)

B. Clause F1.09 is hereby deleted from subject solicitation and replaced with the following clause:

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Shore tank measurements; or

(b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

(a) Receiving shore tank measurements; or

(b) Calibrated meters on the receiving tank system.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **DELIVERIES INTO OR BY PIPELINE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Calibrated meter; or

(b) Shipping tank measurements.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

(a) Receiving tank measurements; or

(b) Calibrated meter (if the facility is so equipped).

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(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **F.O.B. JUNCTION.** On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--

(A) Calibrated meter; or

(B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank gaugings.

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(3) DELIVERIES INTO OR BY RAIL TANK CAR.

(i) F.O.B. ORIGIN.

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Calibrated meter; or

(b) Weight, using calibrated scales; or

(c) The certified capacity table for the rail tank car.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

(A) The certified capacity table of the rail tank car received; or

(B) Weight, using calibrated scales; or

(C) Calibrated meter.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(4) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.

(i) F.O.B. ORIGIN.

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Certified capacity tables of the conveyance loaded; or

(b) Calibrated meter; or

(c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

(A) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

(a) Weight, using calibrated scales; or

(b) A calibrated meter on the receiving tank system.

(B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Calibrated meter;

(b) Certified capacity tables. The tables must be made available at the time of delivery;

(c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or

(d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales.

(iii) WATER BOTTOMS.

(A) Every delivery must be free of all water bottoms prior to discharge; and

(B) The Contractor is responsible for their removal and disposal.

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(b) **VOLUME CORRECTION.** Volume correction to gallons at 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.
- (2) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).
- (3) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS) Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

- (1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/AASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.
 - (i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).
 - (ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).
 - (iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).
 - (iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.

(2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

(DESC 52.211-9F95)

C. Clause F92 is hereby deleted from subject solicitation and replaced with the following clause:

F92 SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DESC AUG 1999)

(a) Within 30 days from the date of contract award, the Contractor shall furnish to the Contracting Officer a tentative refinery shutdown schedule for the contract period in order that the placement of orders and the delivery of supplies as set forth under the DELIVERY AND CONTRACT PERIODS or the DELIVERY AND ORDERING PERIODS clause may be adjusted to provide for delivery of the entire contract quantity. The schedule will identify the specific period(s) when the refinery will be shut down and the effect that the shutdown will have on availability of each product under the contract. Any revisions to this schedule will necessitate prior notice of at least 60 days in order to coordinate the placement of orders for the delivery of the entire contract volume.

(b) If the Contractor cannot provide the 60 days advance notice, then, at no additional cost to the Government, the Contractor shall maintain sufficient inventory to make deliveries in support of the ordering activities' requirements or the Contractor shall provide for an alternate source for product during the shutdown period(s).

(DESC 52.211-9F45)

D. Clause F105 hereby deleted from subject solicitation and replaced with the following clause:**F105 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

3 Percent increase

3 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

E. Clause G150.05 is hereby deleted from subject solicitation and replaced with the following clause:**G150.05 SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC JUL 1999)****(a) CERTIFICATION OF RECEIPT.****(1) F.O.B. DESTINATION DELIVERIES.**

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) The receipt for f.o.b. destination fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(C) The DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for

Commercial Items.

(2) F.O.B. ORIGIN DELIVERIES.

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.

(iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.

(iv) The receipt for f.o.b. origin fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(b) **SUBMISSION OF INVOICES BY MAIL.** Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

G150.05 CON'T

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENT DIVISION
ATTN DFAS-CO-LSFA
PO BOX 182317
COLUMBUS OH 43218-6250

(c) SUBMISSION OF INVOICES BY FACSIMILE.

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) Contractors shall include their own fax number on each document transmitted.

(3) Fax number for invoices is **(614) 693-0670 (DFAS-CO-LS)**.

(4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice.

Verification can be made by calling Customer Service (**DFAS-CO-LS**) at **(800) 453-5014**, or (614) 693-4994 between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. **DFAS-CO-LS** will not be held accountable for transmissions not received.

(5) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless **DFAS-CO-LS** specifically requests it.

(d) SUBMISSION OF INVOICES ELECTRONICALLY.

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

(3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(e) SUBMISSION OF INVOICES BY COURIER.

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
FUELS ACCOUNTING AND PAYMENTS
DFAS-CO-LSFA
3990 EAST BROAD STREET, BLDG 21
COLUMBUS OH 43213-1152

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

(f) NOTES.

(1) Invoices will reflect quantities in **whole** numbers.

(2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(3) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

F. Offeror Submission Package, clause K1.06 is hereby deleted from subject solicitation and replaced with the following clause:

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

G. Offeror Submission Package, clause L205 is hereby deleted from subject solicitation and replaced with the following clause:

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

- (1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLIS; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

H. Clause M2.08 is hereby deleted from subject solicitation and replaced with the following clause:

M2.08 EVALUATION OF OFFERS INVOLVING F.O.B. BARGE OR T-1 TANKER LOADING

(JP5/JP8/F76/Mogas) (DESC OCT 1998)

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule.

(b) The following evaluation procedures will be used for f.o.b. origin barge/T-1 tankers offers for **JP5/JP8/F76**:

(1) If offered maximum parcel size equals or exceeds 50,000 barrels, then a full vessel transportation rate will be applied in evaluation of the offer.

(2) If offered maximum parcel size is less than 50,000 barrels, then a prorated transportation rate will be applied based upon offered parcel size as a percentage of 50,000 barrels. However, in the event other products can be evaluated concurrently (at the same port or geographical area) to fill-out the vessel to 50,000 barrels and the evaluation results in a lower transportation rate than the prorated rate, then the rate will be used.

M24.05.100 CONT'D

(c) The following evaluation procedures will be used for f.o.b. origin barge/T-1 tanker offers for **Mogas**:

(1) The Government will load no more than 36,000 barrels of Mogas per vessel load. All offers will be evaluated assuming a maximum loading of 36,000 barrels of Mogas, except where the offeror limits the loading of Mogas to less than 36,000 barrels, in which case the smaller volume will be used. Mogas will be evaluated on the basis of joint loading with other products (with a maximum parcel size up to the quantity required to fill the vessel to 50,000 barrels) as follows:

(i) Single-port load plus shifting charges if it is determined that other products under this solicitation will be available in the same port area;

(ii) The least expensive two-port loading rate if it is determined that other products will not be available in the same port area but will be available in another port area in the same geographical area under this solicitation; or

(iii) Total vessel freight rate prorated over the maximum parcel size offered if there are no other quantities of other products offered for tanker loading in the same geographical area. The additional costs represented by the shifting charge or the two-port loading will be assessed for evaluation purposes against such offer on a prorated basis per gallon or per barrel based on the quantity indicated by the offeror as the maximum lifting.

(2) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fill the vessel fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation freight rates applied based on the successful portion of the product(s). Offers of Mogas will be reevaluated using the criteria of paragraph (c)(1) above. If the offeror takes exception to paragraph (d) of the DELIVERY AND CONTRACT PERIODS clause by refusing to accumulate pro rata to equal maximum parcel size offered, then the evaluated volume will be the pro-rata volume corresponding to that portion of the offer that evaluated low in the initial evaluation.

I. Clause M24.05 is hereby deleted from subject solicitation and replaced with the following clause:

M24.05.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (WESTPAC) (DESC SEP 1998)

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation rate will be based on a nominal size foreign flag tanker of approximately 30,000 Deadweight Tons (DWTs) and will be inclusive of time charter hire and \$5,500 USD bunker costs per day. The Time Charter Hire will be the most recent estimated quarterly market rate for a foreign flag time charter as determined by the Military Sealift Command as of the due date for receipt of initial offers. This evaluation rate will be expressed to DFSC as a daily rate for foreign flag time charter cost inclusive of fuel. DFSC will use the evaluation rate along with round trip mileage over the tanker routes being evaluated to compute a transportation rate expressed in U.S. cents per gallon. This rate will then be added to the per gallon offered price to determine the evaluated price.

(b) **For JP5/JP8/F76.** The following procedures will be followed in applying transportation freight rates to offers in the evaluation process:

(1) No freight rate will be computed/evaluated from any source to a destination/interim terminal in the same port area or to a destination/interim terminal of a distance less than 100 one-way miles from the source.

(2) 240,000 barrels of product will be considered sufficient to fully utilize vessels 30,000 DWTs and over.

(3) In the event an offeror limits its offer to individual tanker lifting of less than 240,000 barrels, the offer will be evaluated on the basis of (i) a single-port load plus shifting charges if it is determined that products under this solicitation will be available in the same port area, (ii) the least expensive two-port loading rate if it is determined that products will not be available in the same port area but will be available in another port area in the same geographical area under this solicitation, or (iii) total vessel freight rate prorated over the maximum parcel size offered if there are no other products offered for tanker loading in the same geographical area. The additional costs represented by the shifting charge or the two-port loading will be assessed for evaluation purposes against such offer on a prorated basis per gallon on the quantity indicated by the offeror as the maximum lifting.

(4) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fill the vessel fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation freight rates applied based on the successful portion of the product(s). If the offeror takes exception to paragraph (d) of the DELIVERY AND CONTRACT PERIODS clause by refusing to accumulate pro rata to equal maximum parcel size offered, then the evaluated volume will be the pro-rata volume corresponding to that portion of the offer that evaluated low in the initial evaluation.

M24.05.100 CONT'D

(c) For Mogas. The following procedures will be followed in applying transportation freight rates to offers in the evaluation process:

(1) No freight rate will be computed/evaluated from any source to a destination/interim terminal in the same port area or to a destination/interim terminal of a distance less than 100 one-way miles from the source.

(2) 240,000 barrels of product will be considered sufficient to fully utilize vessels 30,000 DWTs and over.

(3) The Government will load no more than 36,000 barrels of Mogas per vessel load. All offers will be evaluated assuming a maximum loading of 36,000 barrels of Mogas, except where the offeror limits the loading of Mogas to less than 36,000 barrels, in which case the smaller volume will be used. Mogas will be evaluated on the basis of joint loading with other products (with a maximum parcel size up to the quantity required to fill the vessel to 240,000 barrels) as follows:

(i) Single-port load plus shifting charges if it is determined that other products under this solicitation will be available in the same port area;

(ii) The least expensive two-port loading rate if it is determined that other products will not be available in the same port area but will be available in another port area in the same geographical area under this solicitation; or

(iii) Total vessel freight rate prorated over the maximum parcel size offered if there are no other quantities of other products offered for tanker loading in the same geographical area. The additional costs represented by the shifting charge or the two-port loading will be assessed for evaluation purposes against such offer on a prorated basis per gallon or per barrel based on the quantity indicated by the offeror as the maximum lifting.

(4) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fill the vessel fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation freight rates applied based on the successful portion of the product(s). Offers of Mogas will be reevaluated using the criteria of paragraphs (c)(1), (2), and (3) above. If the offeror takes exception to paragraph (d) of the DELIVERY AND CONTRACT PERIODS clause by refusing to accumulate pro rata to equal maximum parcel size offered, then the evaluated volume will be the pro-rata volume corresponding to that portion of the offer that evaluated low in the initial evaluation.

(d) **For Fuel Oil.** The following procedures will be followed in applying transportation freight rates to offers in the evaluation process:

(1) No freight rate will be computed/evaluated from any source to a destination/interim terminal in the same port area or to a destination/interim terminal of a distance less than 100 one-way miles from the source.

(2) 240,000 barrels of product will be considered sufficient to fully utilize vessels 30,000 DWTs and over.

(3) The Government will load no more than 140,000 barrels of fuel oil per shipload. All offers will be evaluated assuming a maximum loading of 140,000 barrels of fuel oil, except where the offeror limits the loading of fuel oil to less than 140,000 barrels, in which case the smaller volumes will be used. Fuel oil will be evaluated on the basis of joint loading with other products (with a maximum parcel size up to the quantity required to fill the vessel to 240,000 barrels) as follows:

(i) Single-port loading plus shifting charges if it is determined that other products under this solicitation will be available in the same port area;

(ii) The least expensive two-port loading rate if it is determined that other products will not be available in the same port area but will be available in another port area in the same geographical area under this solicitation;

(iii) Total vessel freight rate prorated over the maximum parcel size offered if there are no other quantities of other products offered for tanker loading in the same geographical area. The additional costs represented by the shifting charge or the two-port loading will be assessed for evaluation purposes against such offer on a prorated basis per gallon or per barrel based on the quantity indicated by the offeror as the maximum lifting.

(4) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fill the vessel fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation freight rates applied based on the successful portion of the product(s). Offers of Mogas will be reevaluated using the criteria of paragraphs (c)(1), (2), and (3) above. If the offeror takes exception to paragraph (d) of the DELIVERY AND CONTRACT PERIODS clause by refusing to accumulate pro rata to equal maximum parcel size offered, then the evaluated volume will be the pro rata volume corresponding to that portion of the offer that evaluated low in the initial evaluation.